

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Engineering & Construction Division

**DATE:** January 2, 2023

**REQUESTED ACTION:** Authorize the County Manager to sign professional services consultant agreement (SCN00002880) with Exeltech Consulting, Inc. to provide design services for the Railroad Roadbed Rehabilitation Project (MP 14.12 to MP 33.1), PRJ#0002315.  
If needed, an option to extend the duration of the agreement and increase the original contract amount by up to 10 percent is available to the County and consultant.

  X   Consent             Hearing             County Manager

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### BACKGROUND

This project will improve safety and load capacity for portions of the 19 miles of track extending from Battle Ground to Chelatchie Prairie. The project includes the replacement of deteriorated crossties, ballast, and undercutting along with final surfacing.

Currently, the County does not have staff who specialize in this type of design, so consultant services are necessary to complete this work.

Public Works solicited for and received two proposals from engineering firms for the design of the railroad roadbed rehabilitation project. Public Works staff interviewed both consulting firms and scored the firms based on qualifications and project specific criteria. Exeltech Consulting, Inc. scored the highest and was determined to be most qualified to complete the work. Public Works staff has reviewed the scope, fee, and schedule and recommends entering a contract with Exeltech Consulting, Inc. in the amount of \$178,436.

This contract allows Public Works to move forward with the design. The design work is expected to be completed in the summer of 2024, with construction expected in late 2024 and into early 2025.

Legal has reviewed and approved the agreement.

### COUNCIL POLICY IMPLICATIONS

None. This action is compliant with county, state, and federal requirements.

### ADMINISTRATIVE POLICY IMPLICATIONS

Clark County Code 2.09.030 stipulates that contracts funded by the general fund in an amount exceeding one hundred thousand dollars (\$100,000) require prior Council approval. The General Fund will pay these contract costs and will be reimbursed by grants administered by the Washington Department of Transportation. Capital expense authority for this project is included in the 2024 Budget.

### COMMUNITY OUTREACH

The Purchasing Department posted information on the County website during the consultant selection process. During the development of the project, Public Works will utilize informational mailers, social media, the County website, and direct contact with property owners to educate the public about the project.

PW24-013

REVIEWED:   cl

**BUDGET IMPLICATIONS**

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Dollar Amount	\$178,436
Fund	0001
Cost Center	CC215
BASUB	B5470000
Program	PG0541

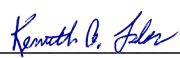
**DISTRIBUTION:**

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

**ATTACHMENTS:** (1) Consultant Agreement with Exeltech Consulting, Inc. (Agreement SCN00002880)

  
 \_\_\_\_\_  
 Jeremy Provenzola  
 Deputy County Engineer

  
 \_\_\_\_\_  
 Sherry Villafane  
 Public Works Finance Manager

  
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 Kenneth A. Lader, P.E.  
 Public Works Director/County Engineer

Primary Staff: Scott Fakler, ext. 4648

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**CLARK COUNTY COUNCIL**

**DATE:** \_\_\_\_\_

**SR#** \_\_\_\_\_

PW24-013

REVIEWED: cl

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002880

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.		
Address 8729 Commerce Place Dr. NE, Lacey, WA 98516	Federal Aid Number	
UBI Number 601-266-522	Federal TIN 91-1491880	
Execution Date	Completion Date 12/31/2025	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   1099 form already on file	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Chelatchie Prairie Railroad Roadbed Rehabilitation		
Description of Work Engineering services to support railroad rehabilitation from MP 14.12 to MP 26.9 and MP 26.9 to MP 33.1.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Contract Amount:   \$ 178,436.13

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between Clark County Public Works, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Scott Fakler  
 Agency: Clark County Public Works  
 Address: 1300 Franklin Street  
 City: Vancouver State: WA Zip: 98660  
 Email: Scott.Fakler@clark.wa.gov  
 Phone: 564-397-4648  
 Facsimile:

If to CONSULTANT:

Name: Kevin Weed  
 Agency: Exeltech Consulting, Inc.  
 Address: 8729 Commerce Place Dr. NE  
 City: Lacey State: WA Zip: 98516  
 Email: kweed@xltech.com  
 Phone: 360-474-3171  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.



- ~~B~~ ~~A~~. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- ~~C~~ ~~B~~. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- ~~D~~ ~~C~~. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- ~~E~~ ~~D~~. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

- ~~F~~ ~~E~~. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.



## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, ~~situated in the county in which the AGENCY is located.~~ The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, ~~situated in the county in which the AGENCY is located.~~

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Traci Carick

Agency: Clark County Public Works

Address: 1300 Franklin Street

City: Vancouver State: WA Zip: 98660

Email: Traci.Carick@clark.wa.gov

Phone: 564-397-4353

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.



### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.



## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



11/29/23

Santosh Kuruvilla (Exeltech Consulting, Inc.)

Date

Signature: Kathleen Otto  
County Manager

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Approved as to Form Only:

ANTHONY F. GOLIK  
Clark County Prosecuting Attorney

By: Kevin A. McDowell

Kevin A. McDowell  
Deputy Prosecuting Attorney

## ***Exhibit A*** ***Scope of Work***

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See Attached

Project: Railroad Roadbed Rehab  
PRJ0002136 and PRJ0002844

## **Scope of Work - Exhibit A-1**

### **Railroad Engineering Services for**

### **Chelatchie Prairie Railroad Roadbed Rehabilitation, MP 14.12 to MP 26.9 and MP 26.9 to MP 33.1**

**October 2023**

This Scope of Work is provided in accordance with Local Agency Consultant Agreement for Consulting Services for Engineering Services, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and Exeltech Consulting, after this called "Consultant." All provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the Consultant in the execution of this work.

#### **Project Understanding**

County has requested Consultant to provide engineering services to support railroad rehabilitation from MP 14.12 to MP 26.9 (Grant – GCB3592) and MP 26.9 to MP 33.1 (Grant - GCB1249). Rehabilitation Construction work includes replacing deteriorating crossties, ballast and undercutting. The undercutting removes sub-standard ballast and soils to be replaced with new ballast in areas identified as needed undercutting.

The rehabilitation work is based on a rehabilitation construction scoping and estimating technical memorandums prepared by the Consultant, dated July 2, 2020 and January 19, 2021. The memo dated July 2, 2020 identified the Phase III improvements, MP 18.17 to MP 20.0. The January 19, 2021 memo identified the Phase II improvements (MP 14.12 to MP 18.0) and Phase IV improvements (MP 20.0 to MP 33.1).

The funding for the rehabilitation work between MP 14.12 and MP 26.9 is provided by a WSDOT Rail Freight and Ports Division State Funding Agreement GCB3592, total budget of \$1,567,139 for construction, agency, PE and other costs. Funding for the for the rehabilitation work between MP 26.9 and MP 33.1 is provided by a WSDOT Rail Freight and Ports Division State Funding Agreement GCB1249, total budget of \$511,000 for construction, agency, PE and other costs. It is recognized that the final amount of rehabilitation work may exceed this funding and that part of the Consultant's work will be to prioritize and develop a planning document for future maintenance work to be performed by the railroad.

The County's goal for this project is to perform rehabilitation work on the identified track to achieve an FRA Excepted track condition and stay within the WSDOT Grant funding that the County was awarded for the work. In addition, as a byproduct of our inspection, suggested "future phase" items list will be provided. The project will comply with the required environmental permits and clearances associated with the proposed work in order to preserve the existing natural resources in the project area.



## **General Project Assumptions**

1. Initial engineering rehabilitation scope is based on the Consultant's Technical Memos for Railroad Engineering Services dated July 2, 2020 and January 19, 2021.
2. Assumes operating railroad, funding agencies, and other stakeholders will be advocates of the project and proponents of a schedule that includes multi-day work windows.
3. At-grade crossing and bridge rehabilitation are not part of this project.
4. Project will be performed in two phases MP 14.12 to MP 26.9 and MP 26.9 to MP 33.1.
5. Communications with operating railroad shall be made through the County.
6. Consultant makes no representation about adequate funding to achieve goals related to tie condition and vertical and horizontal alignment of track following project.
7. County is responsible for its fees and railroad flagging costs.
8. County is responsible for right-of-way issues and working with adjacent landowners if access is needed for the project. The County bears full responsibility for the technical accuracy and content of County-furnished documents and services.
9. In providing opinions of probable construction costs for the project, Consultant will have no control over cost of price or labor materials, unknown or latent conditions of existing equipment or structures that might effect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule.
10. County will provide small works boiler plate specifications.
11. County will be responsible for public outreach.
12. Consultant rates included are for 2023 per applicable State of Washington LAG requirements. Consultant assumes project will be completed in 2024.
13. Track and invoice project costs per grant funding sections GCB3592 (MP 14.12 to MP 26.9) and GCB1429 (MP 26.9 to MP 33.1).

## **Scope of Work**

### **TASK 1 - PROJECT MANAGEMENT / CONTRACT ADMINISTRATION**

The purpose of this scope element is to manage the budget and schedule, assign staff, verify quality of work and prepare invoices.

#### **Services**

- Consultant will submit monthly invoices and a monthly written summary of project progress to-date to include activities expected for the next month, emergent issues, budget status, schedule, and potential changes.
- Consultant will prepare meeting agendas for each meeting identified except it is assumed that County's Contractor will prepare meeting agendas for on-site meetings during construction.

#### **Meetings**

- Three Consultant staff will attend a project kick-off meeting, estimated at 1 hours.
- Two Consultant staff will attend up to five Progress Meetings, estimated at 2 hours each
- Additional meetings are noted is specific tasks

### Assumptions

- Project will be complete by the end of 2024
- Meetings will be attended virtually, through county-initiated Microsoft Teams

### Deliverables

- Monthly Invoices in PDF format
- Monthly Progress Reports in PDF format
- Progress Meeting Agendas & Minutes in PDF format

## TASK 2 – PROJECT PLANNING, INITIAL INSPECTION AND REPAIR SCOPE DETERMINATION

The purpose of this task is to determine project rehabilitation goals and confirm the final rehabilitation scope. This Task includes gathering the necessary information to incorporate in the plans and specifications and provides the guidance for what quantities will be included as the Rehabilitation Work for track and roadbed for this project and develop a list of recommended work to be performed on the railroad in future years.

### Consultant Services

1. Finalize Project Goals and Approach
  - a. Confirm track and rehab goals and complete initial track walk-through to review and confirm work from previous Consultant Technical Memorandums with results of walk-through recorded on track chart. Photos will be taken to update, document typical conditions noted, and for the environmental documentation.
  - b. Obtain and review existing track condition inspection reports or available data
  - c. Finalize applicable design and construction standards
  - d. Based on site conditions and review of records develop final project priorities, develop high level – order of magnitude opinion of probable construction cost and future planning requirements.
  - e. Agree on and develop an initial constrained project based on available funding and schedule restrictions.
  - f. Clarify operating railroad responsibilities
2. Confirm and Clarify Scope
  - a. Provided second walking inspection, with quantities and constrained project approach in hand to finalize Construction for 2024 Project. Results to be provided on Quantity Tabulation sheet.
  - b. Determine access details staging, distribution points
  - c. Finalize permitting strategy (See Task 5)
  - d. Gather details for inclusion in plans
  - e. Identify work windows & coordinate with County and RR operator
  - f. Review any modifications to the initial constrained project and obtain County agreement on approach.
  - g. Evaluate donated No. 1 railroad ties in County storage for inclusion in the project.
3. Finalize preliminary 2024 Rehabilitation Construction Scope and Preliminary Opinion of Probable Construction Cost.
4. Develop preliminary Quantity Tabulation indicating items and quantities ranking items related to priority, items that are suggested to be part of the rehab project and potential future work and provide Preliminary Opinion of Probable Construction Costs.
5. Contingency Task – through a subconsultant agreement with PLS Engineering provide topographic survey in areas that are identified during the site walk that require detailed design. These areas may include private at grade rail crossings, culvert crossings and ditch

sections. Consultant will review these areas with County staff prior to obtaining topographic survey.

#### County Responsibilities

1. Provide any as-built and specifications information.
2. Provide as-designed plans including all hand-written additions and deletions.
3. Provide any recent inspection reports or information.
4. Obtain track time and coordinate with Railroad for track walkthroughs.
5. Provide timely reviews, within 3 weeks, and related coordination. Provide on-track safety through the Railroad when required for field work on-site at no cost to Consultant.

#### Assumptions

1. Information from the County will be provided within one week of NTP.
2. Submittals shall be provided in PDF format.
3. Walking inspections will be performed – no hi-rail equipment will be necessary.
4. NTP will be issued following full execution of the contract.

#### Deliverables

1. Summary memo of first track walk-through and findings, in PDF format
2. Draft and Final Summary of Project Goals Memorandum, in PDF format
3. Summary memo of second track walk-through and recommend changes to goals and plan, in PDF format
4. Survey map with right-of-way limits, track alignment and drainage features, in Autocadd format
5. Draft and Final Summary of Final Rehabilitation Scope Memorandum including proposed Quantity Tabulation noting areas of work for the 2024 Rehabilitation Construction and potential future work to be performed in future years, in PDF format
6. Preliminary Opinion of Construction Cost, in PDF format

#### TASK 3 – FINAL PLANS SPECIFICATIONS AND ESTIMATES

The purpose of this task is to provide final railroad rehabilitation design between two segments (MP 14.12 and MP 26.9) and (MP26.9 and MP 33.1). Develop opinion of probable construction cost for the two segments which will be combined with County contract and boilerplate documents to provide Bid Documents.

#### Consultant Services

1. Provide 90% and 100% Plans
2. Provide 90% and 100% Special Provisions
3. Provide 90% and 100% Opinion of Probable Construction Cost

#### County Responsibilities

1. Provide project review coordination
2. Provide timely single consolidated review comments and related coordination
3. Provide coordination with other stakeholders and Operating Railroad as necessary

### Assumptions

1. Plans are anticipated to include:
  - a. Cover Sheet/Index
  - b. Vicinity Key Map
  - c. Vicinity Maps
  - d. Summary of Quantities
  - e. Railroad Track, Ditching, and Cross Section sheets
  - f. Quantity Tabulation Sheets – including those for Track, Drainage and other items
  - g. Other Miscellaneous Details (such as spiking and anchor pattern diagram)
  - h. Minor Drainage Details for existing track ditch rehabilitation
2. Plan sheets will be 11x17, along with electronic files for printing
3. Utility accommodations are not included. Notes will be provided noting that Contractor is responsible to “Protect Utilities in Place”.
4. Drainage studies will not be performed – goal is to restore existing ditches where noted during the walk-through
5. Retaining walls will not be included as part of the project
6. Rehabilitation of at-grade-crossings, at-grade crossing signals, roadway approach or bridge repair work is not part of the 2024 Construction Project but may be identified as potential future work.
7. Specifications to include a provision for the contractor to maintain, protect and restore all signal crossings to full operational status.
8. Utilize as many of the donated No. 1 railroad ties as possible in the project. Specify that these will be a separate bid item for owner supplied railroad ties that meet minimum specifications.
9. Only minor repairs to existing culverts will be included. Major culvert replacement is not part of the scope of grants.
10. Plans and Special provisions will be developed in accordance with applicable BNSF Railway, AREMA, and WSDOT standards using WSDOT format incorporated into the County’s standard bid package.
11. Contingency used in developing Opinions of Probable Construction Cost will be based on WSDOT standards for level of project development.
12. Contractor will provide Temporary Erosion Sedimentation Control Design based on typical standards to be provided in the Construction Documents. Spoils placement locations and ditch restoration work may require TESC. Temporary Erosion Sedimentation Control will be included as a bid item.
13. Assumed meeting attendance (via Teams conference call) included in this task:
  - a. Two consultant staff will attend the post-project planning, rehabilitation scope finalization review meeting, estimated at 2 hours
  - b. Two consultant staff will attend a 90% Design review meeting, estimated at 2 hours
  - c. Two consultant staff will attend a 100% Design review meeting, estimated at 2 hours

### Deliverables

1. 90% Plans, Draft Special Provisions, and Opinion of Probable Construction Cost in PDF format
2. 100% Plans, Special Provisions, Engineers Final Opinion of Probable Construction Cost in PDF format

### TASK 4 – BID PERIOD SUPPORT

The purpose of this task is to provide bid/advertisement period support for the rehab project as outlined below in the event that county competitive bidding requirements are not waived.

#### Consultant Services

1. Two Consultant staff to participate in pre-bid meeting (via phone conference), estimated at 2 hrs.
2. Prepare technical information for up to three addendums. (Addendums assumed to be minor and that scope of work or plans do not change.)
3. Consultant to assist County with brief technical review of bid results and provide comments.
4. Provide award quantity planning.

#### County Responsibilities

1. Provide advertisement / solicitation administration.
2. Provide coordination via email.
3. Provide information in the NTC and specifications related to pre-bid information
4. Perform Bid Review and Recommendation
5. Final Award decision in accordance with County requirements.
6. Coordinate with Operating Railroad for bidders to arrange for track access to review the project prior to submitting bids.

#### Assumptions

1. Advertisement periods will be three weeks in duration.
2. Consultant will submit information in PDF format only.
3. Consultant will provide technical responses for County to publish up to 3 bid addendums
  - a. Pre-bid conference meeting summary notes and responses to questions
  - b. Interim response to RFI's Addendum
  - c. Final addendum addressing open RFI's
4. Consultant will support County staff in reviewing and comparing bids documenting results and apparent bidder responsiveness including a recommendation on lowest responsible bid. Final Award will be sole responsibility of the County.
5. Consultant will not be responsible for publication of the Notice of Advertisement, coordination with plan centers, maintaining a plan holders list.
6. Consultant Pre-bid support is limited to technical responses to technical questions on plans and specs. The County will provide information in the NTC and specifications related to any pre-bid information
7. Consultant will only perform a technical review of bid proposals and provide comments for County to perform its bid review and recommendation process
8. Consultant will only attend the Pre-bid meeting, virtually.

#### Deliverables

1. Technical Responses for up to three County addendums. (Addendums assumed to be minor and that scope of work does not change)
2. A brief summary memo of the technical review and comments of the bids

#### TASK 5 – PERMITTING

The purpose of this task is to identify and obtain environmental permits and support Clark County with permit compliance for the track and roadbed work.

#### Consultant Services



1. Perform desktop review for potential presence of critical areas and jurisdiction, including jurisdictional wetlands and other waters; shoreline and floodplain areas; cultural and historic resources.
2. Coordinate the permitting strategy with County environmental staff for input and approval
3. Cultural Resources – Submit DAHP EZ form for historic and cultural resources review providing a photo log of the track between MP 14.12 and MP33.1
4. A field visit of the project area, to be conducted in a single day, to review presence of wetlands and other critical areas. Design will be performed to avoid the presence of critical areas during construction and formal delineation of wetlands will not be required.
5. Contingency Task – If a SEPA checklist is required it will be submitted by the Consultant to Clark County. Consultant will support County in responding to comments received during the public comment period for the SEPA checklist. No additional analysis will be required in response to comments.
6. Project will be covered by Programmatic Shoreline Exemption and Shoreline permit application will not be required.
7. Consultant will prepare and abbreviated SWPPP for the project construction.

#### County Responsibilities

1. Provide feedback on permit assessment and confirm the permit strategy for the proposed project.
2. Write and distribute consultation letters to Tribes and DAHP for EO 21-02 process.

#### Assumptions

1. Work proposed will not include work over or in state and federally-regulated regulated waters.
2. Work proposed is exempt from Clark County Critical Areas provisions (Clark County Code Chapter 40.410 through 40.450) and Clark County Shoreline development permits. If the proposed action is not exempt from Critical Areas provisions and Shoreline development permits, the County will provide a scope and fee for additional services.
3. Wetland areas and critical areas will be identified during a site visit and the design will be performed to avoid any impacts to critical areas. Plans and specifications will indicate critical areas and provisions will be provided for the contractor to install fencing and directed not to encroach on these areas.
4. Field reconnaissance will be conducted entirely within the railroad right-of-way. If access to properties not owned by the County is required, County will acquire right-of-entry and access. Consultant will not initiate the field reconnaissance until right-of-entry and access is acquired for the project or directed by the County. If an additional mobilization to evaluate areas not included in the first field reconnaissance is necessary (e.g., for a project design change or additional right-of-entry/updated access), then additional fee may be requested by Consultant. County will confirm the proposed project area (e.g., mile posts and approximate distance from and side of existing track) prior to field reconnaissance that will occur in a single mobilization. If the proposed project area changes to expand beyond the area investigated during the field reconnaissance, Consultant will provide a scope and fee for additional services if more field reconnaissance is needed.
5. Photos of the track will be obtained during site visits under Task 2 and suffice for documentation for DAHP.

6. If it's determined that more extensive support, additional site visits, land use permitting, or any agency coordination activities are necessary to assist County with permit compliance, Consultant will prepare a scope, schedule and budget for additional services.
7. An NPDES permit will not be required
8. County will be responsible for permit fees.

#### Deliverables

1. Determination memo of critical areas in the project limits
2. DAHP EZ form submittal
3. Contingency Task - SEPA checklist
4. Prepare abbreviated SWPPP

#### TASK 6 – CONSTRUCTION SUPPORT

The purpose of this task is to provide design services support during construction for the track and roadbed work.

#### Services

1. Responding to RFI's and Submittals (RFI's and Submittals assumed to be minor and that scope of work or plans do not change.)
2. Assumed meeting/site visit attendance included in this task:
  - a. Two Consultant staff will attend a pre-con meeting on-site; travel time and expenses to be included. Assume a single combined construction contract for both grants.
  - b. One Consultant staff will perform two site visits during construction to check progress and provide feedback to the County; travel time and expenses to be included (assume 8 hours per visit).
  - c. One consultant staff will perform two punch list walks and two days for Final Site Walk-Thru; travel time and expenses to be included (assume 4 site visits at 8 hours per visit)
3. Consultant observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project. Consultant shall be entitled to review all construction contract documents and for require the provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. County agrees to include Consultant as indemnified party in County's construction contracts for the work, which shall protect Consultant to same degree as County. Further, County agrees that Consultant shall be listed as an additional insured under the construction contractor's liability insurance policies.

#### Assumptions

1. The level of effort is limited to the amount of labor and expenses indicated in the Fee Schedule. Additional services beyond these limits will be considered extra work and will require an amendment.
2. Full-time inspection is not required
3. Weekly construction meetings are not required
4. Construction Inspection Reports are not required
5. Consultant is not performing Construction Administration/Construction Engineering & Inspection (CA/CEI)
6. RFI's and Submittals assumed to be minor and that scope of work or plans do not change
7. Construction duration is estimated to be 20 weeks
8. Meetings and Site Visit durations have been estimated at eight (8) hours with travel time
9. Site Visits are limited to two (2) visits during construction, for one staff member
10. Punch list walks and Final Site Walk-Thru is limited to two (2) – 8-hour punch list visits during construction, for one (1) staff member and a final project walk through – 8-hours, for one (1) staff member.

#### Deliverables

1. Response to RFI's, as needed
2. Response to Submittals, as needed

#### **Compensation**

Based on the schedule and attached cost estimate, the Consultant and the County mutually agree that the total amount of the billings for The Work shall not exceed \$178,436.13. Billings shall be in the "earned value" format per task and shall be at WSDOT approved hourly rates. A breakdown of this fee is attached separately. All requests for payment are to be submitted to the County by the 10<sup>th</sup> of each month for the previous month's work. Consultant shall include period beginning and ending dates on monthly invoices.

#### **Anticipated Schedule**

The draft schedule is based is as outlined below. It is understood that the County and Project Team may refine the schedule after contract Notice to Proceed.

Notice to Proceed:	November 15, 2023
Site Visit & Repair Scope:	December 31, 2023
Final PS&E:	March 1, 2024
Bid Support:	April 1, 2024
Construction Start:	June 1, 2024

## ***Exhibit B***

### ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

## ***Exhibit C***

# ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

- Survey topography, monumentation and ROW data will be provided by AGENCY in AutoCAD 2018 format.

#### **B. Roadway Design Files**

- AutoCAD Civil3D 2018 or newer version

#### **C. Computer Aided Drafting Files**

- AutoCAD Civil3D 2018 or new version



D. Specify the Agency's Right to Review Product with the Consultant

- AGENCY may choose to review the product at any time in consultation with the CONSULTANT

E. Specify the Electronic Deliverables to Be Provided to the Agency

- Written responses for document review in Word or PDF
- QA/QC Plan in Word or PDF
- Written responses to design or plan review and QA checklists in Excel, Word or PDF
- Monthly status reports in Word or PDF
- Other documents in Word, Excel or PDF
- AGENCY is receptive to document review using Bluebeam providing there is no additional cost to AGENCY

F. Specify What Agency Furnished Services and Information Is to Be Provided

- AGENCY to provide survey files in AutoCAD format for ramp topography, ROW and monumentation
- AGENCY to provide Real Property Services for any ROW acquisition
- AGENCY to provide standard detail design and title block templates in AutoCAD 2018 format
- AGENCY to provide Division 1 special provision for bidding
- AGENCY to develop bid proposal documents with the exception of Engineering Plans, Specifications, Estimate, MEF and project documentation
- AGENCY to provide communication with utility holders in the case of conflict resolution
- AGENCY to provide traffic signal design modifications as necessary, in AutoCAD 2018 format for CONSULTANT to incorporate into Plans

II. Any Other Electronic Files to Be Provided

Not Applicable

III. Methods to Electronically Exchange Data

See next page

A. Agency Software Suite

- AGENCY software site: Microsoft Office Professional Plus 2010 or Microsoft 365

B. Electronic Messaging System

- Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfers Format

- File Transfer Format: An FTP site will be available from the AGENCY, as necessary, to transfer large files. In addition, files can be copied to USB Flash Drive (stick) when necessary.

***Exhibit D***  
***Prime Consultant Cost Computations***

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See Attached



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

5/23/2023

Exeltech Consulting, Inc.  
8729 Commerce Place Drive, Suite A  
Lacey, WA 98516

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Michelle Rhodes:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 188.96% (rate includes 0.52% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(May 23, 2023 15:50 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

May 23, 2023

SH:HK

<b>ANTE Table</b> <b>Consulting, Inc.</b> <b>Place Drive NE Lacey WA 98516</b>					<b>Exeltech</b> <b>8729 Commerce</b> <b>Lacey WA 98516</b>	<b>Clark County -</b> <b>RR Engineering</b> <b>Services for RR</b> <b>Roadbed Rehab</b>	<b>November,</b> <b>2023</b>
Exeltech Labor Classification(s)	Direct Labor Hourly Billing Rate NTE	IDC Rate 188.96%	Profit Rate 30% of Direct Labor	Total Hourly Rate			
Project Coordinator; Office Assistant	\$35.80	\$67.65	\$10.74	\$114.19			
Sr. Marketing Specialist; Construction Administrator	\$57.50	\$108.65	\$17.25	\$183.40			
Bridge Engineer	\$51.49	\$97.30	\$15.45	\$164.23			
Structural Engineer	\$55.00	\$103.93	\$16.50	\$175.43			
Sr. Structural Engineer; Sr. Project Manager	\$75.75	\$143.14	\$22.73	\$241.61			
Civil Engineer	\$54.98	\$103.89	\$16.49	\$175.36			
Sr. Civil Engineer	\$61.18	\$115.61	\$18.35	\$195.14			
Office Engineer; Document Administrator	\$48.47	\$91.59	\$14.54	\$154.60			
Construction Inspector	\$53.72	\$101.51	\$16.12	\$171.35			
Sr. Construction Manager/Inspector; Resident Engineer	\$62.00	\$117.16	\$18.60	\$197.76			
Director of Engineering Services; Sr. Project Manager; Director Environmental Services; Director Construction Management	\$77.87	\$147.14	\$23.36	\$248.37			
President	\$97.40	\$184.05	\$29.22	\$310.67			
CADD Technician; Sr. CADD Technician	\$39.97	\$75.53	\$11.99	\$127.49			
Design Engineer	\$37.08	\$70.07	\$11.12	\$118.27			
Sr. Civil Engineer	\$63.86	\$120.67	\$19.16	\$203.69			
Environmental Scientist	\$44.50	\$84.09	\$13.35	\$141.94			
Sr. Environmental Scientist	\$56.08	\$105.97	\$16.82	\$178.87			
Sr Graphic Designer, Graphic Designer	\$45.00	\$85.03	\$13.50	\$143.53			
Sr. Project Manager – Buildings & Structures	\$57.69	\$109.01	\$17.31	\$184.01			
Landscape Architect, Sr. Project Manager	\$64.57	\$122.01	\$19.37	\$205.95			

Clark County  
RAIL ENGINEERING SERVICES for RAILROAD ROADBED REHABILITATION (MP 14.12 to MP 26.9)

10/23/2023

**Exhibit D**  
**Exeltech Consultant Fee Determination - Summary Sheet**

<b>Clark County</b>	<b>Start Date</b>
<b>Task Description: RR Roadbed Rehab MP 14.12 to MP 26.9</b>	<b>End Date</b>
<b>Consultant Fee Determination</b>	<b>Exeltech Project # 23XX</b>
<b>Consultant: Exeltech Consulting</b>	

Code LABOR	Classification	Est. Hours		Loaded Rate		Total
	Director Construction Management (KW)	74	x	\$248.37	=	\$18,379.38
	Construction Inspector (JK)	77	x	\$171.35	=	\$13,193.95
	Sr. Rail Designer (GH)	152	x	\$197.76	=	\$30,059.52
	Sr. CADD Technician (PO)	172	x	\$127.49	=	\$21,928.28
	Environmental Specialist 5 (TP)	28	x	\$178.87	=	\$5,008.36
	Environmental Specialist 3 (SO)	44	x	\$141.92	=	\$6,244.48
	Project Coordinator (JC)	4	x	\$104.75	=	\$419.00
	<b>Total Hours</b>	<b>551</b>				
	<b>Total DSC</b>				=	<b>\$95,232.97</b>

**Overhead** (OH Cost -- including Salary Additives)

OH Rate x DSC	188.96%	Included in Loaded Rate Above	=	N/A
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**Fixed Fee** (FF):

FF Rate (DSC )	30.00%	x	Included in Loaded Rate Above	=	N/A
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**Reimbursables**  
**Itemized**

	Quantity	Units		Rate		In Scope
Meals and Lodging	3	each	@	\$175.00	=	\$525.00
Mileage	2,400	each	@	\$0.655	=	\$1,572.00
<b>Reimbursables Total</b>						<b>\$2,097.00</b>

<b>Exeltech Subtotal</b>	<b>\$97,329.97</b>
<b>Subconsultant (PLS, Survey)</b>	<b>15,000.00</b>
<b>Total</b>	<b>\$112,329.97</b>



Clark County  
RAIL ENGINEERING SERVICES for RAILROAD ROADBED REHABILITATION (MP 26.9 to MP 33.1)

10/23/2023

**Exhibit D**  
**Exeltech Consultant Fee Determination - Summary Sheet**

**Clark County**  
**Task Description: RR Roadbed Rehab MP 26.9 to MP 33.1**  
**Consultant Fee Determination**  
**Consultant: Exeltech Consulting**

**Start Date**  
**End Date**  
**Exeltech Project # 23XX**

<b>Code</b>	<b>Classification</b>	<b>Est.</b>		<b>Loaded</b>		<b>Total</b>
<b>LABOR</b>		<b>Hours</b>		<b>Rate</b>		
	Director Construction Management (KW)	41	x	\$248.37	=	\$10,183.17
	Construction Inspector (JK)	53	x	\$171.35	=	\$9,081.55
	Sr. Rail Designer (GH)	78	x	\$197.76	=	\$15,425.28
	Sr. CADD Technician (PO)	96	x	\$127.49	=	\$12,239.04
	Environmental Specialist 5 (TP)	14	x	\$178.87	=	\$2,504.18
	Environmental Specialist 3 (SO)	32	x	\$141.92	=	\$4,541.44
	Project Coordinator (JC)	2	x	\$104.75	=	\$209.50
	<b>Total Hours</b>	<b>316</b>				
	<b>Total DSC</b>				=	<b>\$54,184.16</b>

**Overhead** (OH Cost -- including Salary Additives)

				<b>Included in</b>		
				<b>Loaded Rate</b>		
	OH Rate x DSC	188.96%		<b>Above</b>	=	<b>N/A</b>

**Fixed Fee** (FF):

				<b>Included in</b>		
				<b>Loaded Rate</b>		
	FF Rate (DSC )	30.00%	x	<b>Above</b>	=	<b>N/A</b>

**Reimbursables**

<b>Itemized</b>	<b>Quantity</b>	<b>Units</b>		<b>Rate</b>		<b>In Scope</b>
Meals and Lodging	2	each	@	\$175.00	=	\$350.00
Mileage	2,400	each	@	\$0.655	=	\$1,572.00
<b>Reimbursables Total</b>						<b>\$1,922.00</b>

<b>Exeltech Subtotal</b>						<b>\$56,106.16</b>
<b>Subconsultant (PLS, Survey)</b>						<b>10,000.00</b>
				<b>Total</b>		<b>\$66,106.16</b>

Clark County  
RAIL ENGINEERING SERVICES for RAILROAD ROADBED REHABILITATION (MP 14.12 to MP 33.1)

10/23/2023

**Exhibit D**  
**Exeltech Consultant Fee Determination - Summary Sheet**

**Clark County**  
**Task Description: RR Roadbed Rehab MP 14.12 to MP 33.1**  
**Consultant Fee Determination**  
**Consultant: Exeltech Consulting**

**Start Date**  
**End Date**  
**Exeltech Project # 23XX**

<b>Code</b>	<b>Classification</b>	<b>Est.</b>		<b>Loaded</b>		<b>Total</b>
<b>LABOR</b>		<b>Hours</b>		<b>Rate</b>		
	Director Construction Management (KW)	115	x	\$248.37	=	\$28,562.55
	Construction Inspector (JK)	130	x	\$171.35	=	\$22,275.50
	Sr. Rail Designer (GH)	230	x	\$197.76	=	\$45,484.80
	Sr. CADD Technician (PO)	268	x	\$127.49	=	\$34,167.32
	Environmental Specialist 5 (TP)	42	x	\$178.87	=	\$7,512.54
	Environmental Specialist 3 (SO)	76	x	\$141.92	=	\$10,785.92
	Project Coordinator (JC)	6	x	\$104.75	=	\$628.50
	<b>Total Hours</b>	<b>867</b>				
	<b>Total DSC</b>				=	<b>\$149,417.13</b>

**Overhead** (OH Cost -- including Salary Additives)

				<b>Included in</b>		
				<b>Loaded Rate</b>		
	OH Rate x DSC	188.96%		<b>Above</b>	=	<b>N/A</b>

**Fixed Fee** (FF):

				<b>Included in</b>		
				<b>Loaded Rate</b>		
	FF Rate (DSC )	30.00%	x	<b>Above</b>	=	<b>N/A</b>

**Reimbursables**

<b>Itemized</b>	<b>Quantity</b>	<b>Units</b>		<b>Rate</b>		<b>In Scope</b>
Meals and Lodging	5	each	@	\$175.00	=	\$875.00
Mileage	4,800	each	@	\$0.655	=	\$3,144.00
<b>Reimbursables Total</b>						<b>\$4,019.00</b>

<b>Exeltech Subtotal</b>						<b>\$153,436.13</b>
<b>Subconsultant (PLS, Survey)</b>						<b>25,000.00</b>
				<b>Total</b>		<b>\$178,436.13</b>

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
***[Include Washington State Department of Transportation specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Exhibit F - Title VI Assurances Appendix A & E***

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### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ***Exhibit G*** ***Certification Document***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4~~ ~~Certificate of Current Cost or Pricing Data~~

G-4 Removed: contract is less than \$ 500,000

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of  
Exeltech Consulting, Inc.

whose address is

8729 Commerce Place Dr. NE, Lacey, WA 98516

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation  
and the Federal Highway Administration, U.S. Department of Transportation in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

Exeltech Consulting, Inc.

Consultant (Firm Name)



Signature: Santosh Kuruvilla

11/29/23

Date



**Exhibit G-1(b) Certification of** Agency Official

---

I hereby certify that I am the:

☒ Agency Official of the local agency

☐ Other

of Clark County, Washington, and Exeltech Consulting, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature: Kathleen Otto  
County Manager

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)



Signature: Santosh Kuruvilla

11/29/23

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exeltech Consulting, Inc.

Consultant (Firm Name)



Signature: Santosh Kuruvilla

11/29/23

Date

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## ***Exhibit J***

# **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit





CLARK COUNTY WASHINGTON

PUBLIC WORKS

www.clark.wa.gov

1300 Franklin Street  
PO Box 9810  
Vancouver, WA 98666-9810  
564.397.6118

## ADDENDUM

The following are minor modifications made to the “Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement” for Clark County Public Works. Modifications are shown in red.

- Page 5 – There was a second bullet item “A”. The first is found on page 4. “A” has been changed to “B”, “B” has been changed to “C”, and so on until bullet item “F”. The word “card” in line 7 of page 5 has been changed to “car”.
- Page 8 – Six lines down in XI Disputes, Exhibit “J” has been changed to Exhibit “I”. Also in XI line 8 and the last line of that provision, “situated in the county in which the AGENCY is located” has been crossed out. Please reference RCW 36.01.050. This provision is void for public works contracts.
- Page 9 – Four lines down in the first paragraph, the term “tie” has been changed to “tier”.

These modifications have been reviewed and approved.

By signing below, you are aware of, understand and agree to all listed redline changes.

Exeltech Consulting, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature: Santosh Kuruvilla

11/29/23

\_\_\_\_\_  
Date



For other formats, contact the Clark County ADA Office  
Voice 564.397.2322 / Relay 711 or 800.833.6388  
Fax 360.397.6165 / Email ADA@clark.wa.gov

**Certificate Of Completion**

Envelope Id: 51C8B664F3F64C2889B030F79237C492

Status: Completed

Subject: Complete with DocuSign: PW24-013 Railroad Roadbed Rehabilitation Project.pdf

Source Envelope:

Document Pages: 50

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Chresta Larson

AutoNav: Enabled

1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Chresta.Larson@clark.wa.gov

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**Signer Events****Signature****Timestamp**

Chresta Larson

*cl*

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chresta.larson@clark.wa.gov

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Jeremy Provenzola



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Kenneth A Lader



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ken.lader@clark.wa.gov

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Sherry Villafane



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sherry.villafane@clark.wa.gov

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Scott Fakler scott.fakler@clark.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/20/2023 10:19:59 AM ID: bc4faa9b-8f68-44b6-a600-ce4674cca9c8	COPIED	Sent: 12/21/2023 4:02:30 PM Viewed: 12/21/2023 4:18:01 PM
Traci Carick traci.carick@clark.wa.gov Program Assistant Clark County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 4:02:30 PM Viewed: 12/21/2023 4:14:51 PM
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2023 11:28:03 AM
Certified Delivered	Security Checked	12/21/2023 3:42:23 PM
Signing Complete	Security Checked	12/21/2023 4:02:29 PM
Completed	Security Checked	12/21/2023 4:02:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov)

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.